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REQUEST FOR PROPOSALS
SL13-021-RW Out of Pavement Vehicle Detectors-

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposal (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described items to the Missouri Highways and Transportation Commission (**MHTC**). Six (6) copies of each proposal, and one CD, electronic copy, must be mailed in a sealed envelope to 2309 Barrett Station Road, Ballwin, MO 63021, Missouri Department of Transportation, or hand-delivered in a sealed envelope to the Procurement Office at 2309 Barrett Station Road, Ballwin, MO 63021. Proposals must be returned to the offices by **August 23, 2012** no later than **1:00 p.m. CST**.

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

1. The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the items at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

(A) Request for Proposal: This document constitutes a RFP from qualified organizations to provide Out of Pavement Vehicle Detectors to MHTC and the Missouri Department of Transportation (**MoDOT**).

(B) Background: The Missouri Department of Transportation (MoDOT) seeks proposals to provide out of pavement detector units. Each Offeror is solely responsible for a prudent and complete personal examination and assessment of the requirements and specifications, and/or any other existing condition, factor, or item that may affect or impact on the performance of the detector units as described and required by the Contractual Requirements. The Offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to (1) the Offeror's failure to comprehend specifications as supplied (2) the Offeror's failure to solicit pertinent data or information, etc.

(C) Fiscal Year: The fiscal year runs from July 1-June 30, period of service will be from Date of Award through August 30, 2015, with the option(s) to extend the contract for up to two(2) one year periods, at the sole discretion of the Missouri Department of Transportation.

(D) RFP Schedule : The schedule for this RFP is as follows:

Activity	Date
Issuance of RFP	July 25 ,2012
Deadline for Submitted Questions	August 9, 2012
Responses to Questions	August 16, 2012
RFP Closes	August 23, 2012
Award Notification	August 31, 2012

Dates are subject to change,

**SECTION (2):
SCOPE OF WORK**

(A) Services: The Offeror shall provide competitive, sealed proposals for the provision of out of pavement detector units as set forth by this RFP.

(E) Specific Requirements: The Offeror will provide to MoDOT six (6) copies and one electronic copy,(CD) of the program proposal which will include but may not be limited to the following:

Shop drawings of devices
Schematic of typical communication layout
Timeline (per pricing page)
Cost (per pricing page)

Specification compliance confirmation per line item (does or does not meet)

- (C) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the items provided pursuant to this RFP.

FUNCTIONAL SPECIFICATION FOR OUT OF PAVEMENT DETECTOR ASSEMBLY

1.0 GENERAL

1.1 Description

This functional specification describes the minimum acceptable design and operational requirements of an out of pavement vehicle detector assembly for the Missouri Highway and Transportation Commission (Commission). The Commission will utilize microwave detectors, which are capable of measuring vehicular speed, volume counts, presence, occupancy and a minimum of two vehicle classifications utilizing low powered radio frequency (RF) signals.

The detector shall be bi-directional, capable of ten zones of detection and mounted in a side fired or forward position looking upstream or downstream. The out of pavement detector system shall collect, process, store and transmit data to the Commission's Transportation Management Center (TMC) when polled. It is the intent of the out of pavement detector assembly to be installed without in-pavement construction techniques to minimize the need for lane closures to construct or maintain the system.

- A. All out of pavement detector assembly components furnished under this functional specification shall be current production equipment and of recent manufacture. To ensure overall system compatibility, all detectors shall be from the same manufacturer. Untried or prototype units will not be considered for acceptance. No changes or substitutions in these requirements will be acceptable unless authorized in writing by the Commission Engineer.

1.2 Components

The out of pavement detector assembly shall consist of a detector, mounting bracket, cable connector that mates with the detector, communication interface panel, power supply, Category 5 jumper cable, and serial connector, either RS232, RS485 or USB.

1.3 Applicable Documents

In the event of a conflict between the documents listed below and this functional specification, the former will be considered the superseding requirement.

- (a) National Electric Code (NEC)
- (b) National Electrical Manufacturers Association (NEMA) Standards
- (c) Underwriters Laboratory (UL)
- (d) Electronic Industries Association (EIA)
- (e) Occupational Safety & Health Administration (OSHA)
- (f) Federal Communications Commission (FCC)
- (g) National Transportation Communication for ITS Protocol (NTCIP)

1.4 Item Identification

Manufacturer model and serial numbers shall be permanently and easily read. The manufacturer shall supply an electronic file in ACCESS format containing the manufacturer's name, device type (i.e., out of pavement detector), model number, part number and serial number as separate fields.

1.5 Manufacturer Qualifications

All units shall be manufactured by a firm that has been in business for at least five years and has produced and sold at least 1,000 similar units within the past three years.

2.0 FUNCTIONAL REQUIREMENTS

2.1 Environmental

The out of pavement detector assembly shall function and operate accurately as described in this document within the following environmental constraints:

- (a) Environmental Requirements: All out of pavement assembly components, including the power supplies, shall pass the temperature and humidity requirements of NEMA TS-2
- (b) Fungus: All electronic circuitry shall be protected from moisture and fungus growth.
- (c) Salt/Fog: The out of pavement detector assembly components shall be capable of continuous operation in a salt-laden atmosphere without degradation of material surfaces or performance.
- (d) Wind Speed: The out of pavement detector assembly components shall continue to operate within tolerances for winds up to 100 mph (160 km per hour).
- (e) Noise: No item or component shall emit a noise level exceeding the peak level of 55 dBA when measured at a distance of one meter away from its surface.

- (f) Vibration: The out of pavement detector shall be resistant to vibration in accordance with IEC 68-2- 30 (Test Fc), NEMA TS-1 (Section 2.1.12) or approved equivalent.
- (g) Shock: The out of pavement detector shall be resistant to shock in accordance with IEC 68-2-27 (Test Ea), NEMA TS- 1(Section 2.1.13) or approved equivalent.

2.2 Mechanical

The out of pavement detector assembly shall be housed in a corrosion-resistant weatherproof enclosure meeting NEMA 4X standards. The cable connector shall also be weatherproof. The out of pavement detector shall have no electro-mechanical components and shall be designed to minimize the need for routine maintenance. The out of pavement detector assembly shall not weigh more than 6 lb.

Provide a mounting assembly for each microwave detector. The assembly shall be stainless steel or all aluminum construction, shall be capable of supporting a load of 20 lb, and shall be fabricated or recommended by the manufacturer of the microwave detector. It shall be designed for pole mounting

2.3 Electrical

The operating voltage of the out of pavement detector shall not exceed 24 volts. The average current amperage drain shall not exceed 500 mA. The operation of the equipment shall not be affected by transient voltages, surges and sags normally experienced on commercial power lines. The device shall include internal surge protection on all conductors. It shall also include appropriate surge protectors for the power and 10Base-T communication conductors in the associated equipment cabinet. The power conductors shall be protected by surge protection.

The communication conductors shall be protected by a low capacitance protector designed for high-speed data lines. It shall provide line-to-line and line-to-ground protection, and a response time of under 1 nanosecond. It shall have a breakover voltage of 30 volts. This protector shall be part of the communication interface panel described in Section 3.2 of this specification.

The RF signal generated shall meet all FCC and OSHA requirements for rated power and emissions, and shall not interfere with any known equipment.

Provide a maximum 24V AC or DC power supply as recommended by the detector manufacturer.

2.4 OUT OF PAVEMENT DETECTOR ASSEMBLY

Periodic adjustments of the detection zone(s) shall not be necessary to maintain the calibrated detection zone, and the installation of the out of pavement detector shall be fixed mounted.

The out of pavement detector shall be able to provide accurate information on presence, volume, occupancy and speed in up to ten discrete user-defined detection zones up to 250 ft (76 m) away with a Zone resolution of 2 ft (0.6 m) or better. All types of data collected by the sensor shall be a minimum of 90% accurate for vehicles moving at all highway speeds, with the exception of per-lane volume data, which shall be 95% accurate or greater.

Detection of a vehicle shall be immune to all weather effects and to most occlusion situations. The design shall be inherently temperature compensating to prevent abnormal operation. The circuit design shall include such compensation as is necessary to overcome adverse effects due to temperature in the specified environmental range but shall not rely on temperature compensation circuitry to maintain transmit frequency stability.

Side fired mounting shall provide per-lane presence indications, real-time volume, occupancy, and average speed data on each of the lanes. Mounting height shall be 16 ft (5 m) to 30 ft (9.1 m) above the roadway.

3.0 DEVICE INTERFACE AND COMMUNICATION

3.1 Communications Description

Communication shall be via UDP/IP over 10Base-T Ethernet. Provide an interface panel for installation in a traffic cabinet. The panel shall terminate the communication pairs in the cable coming from the detector, shall provide surge protection, shall ground the shield surrounding the cable coming from the detector, and shall include an RJ-45 jack for a jumper linking the detector to an Ethernet switch. The panel shall also provide a terminal block and surge protection for the power conductors going to the detector.

4.0 SOFTWARE

4.1 Technician Software

Provide software for a notebook computer that enables a technician to test all features and functions of the detector, and to perform all set-up procedures. This software shall be delivered through an internet download, or on a CD or other similar physical medium, so that it can be installed on the Commission's computers. The Commission will have the right to make and use an unlimited number of copies of this software for the operation of its detectors.

4.2 Central Advanced Traffic Management System (ATMS) Software Support-Central

The manufacturer shall provide technical support to the Commission's ATMS consultant, including all necessary protocols, syntax, and other information to allow integration into the central TMC software.

5.0 TESTING

All out of pavement detector assembly components furnished by the manufacturer shall be subject to testing and monitoring to determine conformance with all applicable specifications and to ensure proper operation of the equipment and subsystem. Test procedures shall be submitted to the Engineer for review and approval prior to conducting any testing.

5.1 Pre-Installation Testing

Upon receipt of the detector assemblies, a Commission representative and a detector manufacturer's representative shall test the equipment to ensure that they operate properly and have not been damaged in shipment. Detector assembly testing may also be witnessed by the Offeror hired to install them. The test shall consist of visual inspection and demonstration of proper operation. The demonstration shall consist of connecting the detector, power supply, and communication interface panel under test to a cable and computer provided by the manufacturer. The test must demonstrate that the detector communicates properly and detects simulated vehicles passing through its beam at a distance of at least 30 feet. It is not necessary to install the detector on a pole; the tests may be conducted indoors. The test shall also confirm that the power supply output is as specified.

6.0 TRAINING

6.1 General

Training shall be provided for the Commission's engineering, maintenance and operations staff, at a facility provided by the Commission. The training shall include all material and manuals required for each participant.

At least 30 days prior to commencement of the training courses, the manufacturer **or** manufacturer's authorized representative shall submit detailed course curriculums, time requirements for topics, draft handouts, and resumes of instructors. The Engineer will review and request modifications of that material as appropriate. The courses shall be conducted at a Commission provided location, and at a time and date mutually agreed upon by the Engineer and the manufacturer. The training material generated for each course shall contain manuals and other handouts for each attendee, which shall serve not only as subject guidance, but also as quick reference material for future use by the students. All course material, in reproducible form, shall be delivered to the Engineer immediately following course completion.

6.2 Maintenance Training

The maintenance training shall be provided for a minimum of 4 hours for at least ten maintenance personnel with electronics background. The training shall include proper site selection, mounting, set up, operation instructions, use of the notebook computer and software, theory of operation, field adjustments, preventive maintenance procedures,

troubleshooting, operation of diagnostic and configuration software (if applicable), and repair of all components.

6.3 Engineering Training

The engineering training shall be provided for a minimum of one hour for at least ten engineering and operations personnel. The training shall include a complete demonstration of the operation and capabilities of the equipment.

7.0 INSTALLATION SUPPORT

7.1 On-Site Training

The manufacturer or authorized representative shall train the installation Offeror in the unpacking, assembling, mounting, positioning, connecting to the communication network, set up, and testing of the detectors. Conduct the training at the jobsite. In particular, ensure that the Offeror is able to select the proper cable type, to set up detection zones, and to calibrate the speed measurements using a radar gun. The Offeror shall not perform any work until the manufacturer has certified the Offeror as qualified. A Commission representative will be present to observe the training.

7.2 Support during Installation

Provide both on-site and remote factory support. Provide a technical assistance hot line from the hours of 8:00 AM to 5:00 PM CST Monday through Friday.

8.0 DELIVERY

The bid price shall include inside delivery at a location in Missouri to be specified by the Commission. The locations may be different for different shipments.

9.0 DOCUMENTATION AND WARRANTY

9.1 Certifications and Instructions

The out of pavement detector assembly described herein shall not require licensing, frequency assignments or permits from the Federal Communications Commission (FCC) or other Federal agency to operate. Confirmation shall be provided that the units are certified for unlicensed use by the FCC. The system shall not interfere with any licensed RF transmission in the State of Missouri.

As part of the shop drawing submission, provide certification from an independent testing laboratory that the proposed power supply meets the temperature and humidity requirements of NEMA TS-2.

9.2 Documentation and Drawings

Provide five sets of complete shop drawings, catalog cuts, schematics and operations/maintenance manuals for each component. Provide a software users manual with each set, which also describes the communications protocols. A section of each set of maintenance manuals shall include a complete subcomponent parts listing and a list of tools and equipment necessary for preventive maintenance. When the devices are upgraded to be NTCIP compliant, supply full documentation of all manufacturer-specific objects supported by the devices. This shall be in the form of an electronic file submitted via electronic transfer or via CD or other similar physical medium containing ASCII versions of a MIB in ASN.1 format. The MIB shall contain accurate and meaningful description fields and supported ranges indicated in the syntax field of the object-type macros. The Commission will have the right to use the documentation described above for system integration purposes, regardless of what parties are involved in the system integration effort.

9.3 Warranties

The complete out of pavement detector assembly shall carry a two-year warranty from the date of acceptance against any imperfections in workmanship and materials.

Any repairs made by the manufacturer or representative shall be documented and returned with units when warranty repaired. This documentation shall disclose exact repairs and identify the parts replaced by part number and serial number. All warranty repairs shall be completed within 15 days of delivery of the equipment to the designated repair depot and shall not require shipments outside of the US.

10.0 METHOD OF MEASUREMENT

- 10.1** Measurement of out of pavement detector assemblies, including all specified equipment, documentation, delivery, and testing, would be made per each.

11.0 BASIS OF PAYMENT

Accepted detectors assembly items will be paid for at the unit or lump sum price for each of the pay items included in the contract. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) MHTC's Representative:** MoDOT's District Engineer-D6, is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the District Engineer-SL. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the District Engineer-SL: throughout the effective period of the Agreement.
- (B) Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or notation) without the prior written consent of MHTC's representative.
- (D) Status as Independent Offeror:** The Offeror represents itself to be an independent Offeror offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers'

compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
 2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subOfferors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
 3. Regardless of which persons or firms, if any, that the Offeror may use as subOfferors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

- (L) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (M) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (N) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (O) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (P) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (Q) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (R) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (S) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

(T) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(U) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(V) **Insurance:**

The Offeror shall maintain or cause to be maintained at Offeror's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Offeror, or its subOfferors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Offeror shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

(W) **Liquidated Damages:**

- a. In the event the successful Offeror fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of 500-hundred dollars (\$500.00) per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive as liquidated damages, and it is therefore agreed that

said amount will be withheld from payments due the Offeror or otherwise collected from the Offeror as liquidated damages.

- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

(X) Bid/Proposal Guaranty and Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a warranty that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

(Y) Federal Funds Requirements :

This procurement action is governed by all applicable local, State and Federal regulations. Federal provisions included are not limited to the following:

1. Executive Order 11246 and DOL Regulation 41 CFR PART 60
Affirmative Action to Ensure Equal Employment Opportunity
2. DOT Regulation 49 CFR PART 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Offerors (Foreign Trade Restriction).
3. DOT Regulation 49 CFR PART 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
4. TITLE 49 United States Code, CHAPTER 501 – Buy America Preferences

a. Buy America

As a matter of bid responsiveness, Bidder must indicate how they intend to comply with the Buy America preferences established by 49 USC 50101. The bidder may choose to certify it will comply with Buy America preferences by only installing steel and manufactured products that are 100% made in the United States. The bidder may also certify that they cannot fully comply with Buy America preferences and thus requests a waiver to Buy America preferences. A bidder that certifies they will meet Buy America preferences by requesting a waiver also agrees to prepare and submit a formal waiver request and the associated component cost calculation if selected by the owner as the apparent low bidder. The apparent low bidder must submit their formal waiver request and component cost calculation to the owner within the timeframe prescribed on the Buy America certification.

b. Disadvantage Business Enterprise (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MHTC to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids. Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders, including those who qualify as a Disadvantaged Business Enterprise (DBE).

A DBE contract goal of **0** percent has been established for this contract.

The apparent successful competitor will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation (signed contract) of the bidders commitment to use a DBE subOfferor whose participation it submits to meet the contract goal; and (5) if the contract goal is not met, evidence of good faith efforts, as described in 49 CFR Part 26.

(2) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal

funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.

(3)Contract Assurance. MHTC will ensure that the following clause is placed in every USDOT assisted contract and subcontract:

“The Offeror or subOfferor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Offeror shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime Offeror signs with a subOfferor.)

c. Lobbying and influencing Federal Employees: (49 CFR Part 20)

- (1) No Federal appropriated funds shall be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Offeror shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions. notice to the Offeror if at any time it learns that its certification was erroneous by reason of changed circumstances.

d. Breach of Contract terms: (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Offeror or their subOfferors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

e. Termination of Contract: (49 CFR Part 18.36(i)(2))

The MHTC may, by written notice, terminate this contract in whole or in part at any time, either for the MHTC's convenience or because of failure of Offeror to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the MHTC.

f. CIVIL RIGHTS ACT OF 1964, TITLE VI – Offeror contractual requirements:

(49 CFR Part 21)

During the performance of this contract, the Offeror, for itself, its assignees and successors in interest (hereinafter referred to as the "Offeror") agrees as follows:

1. Compliance with Regulations. The Offeror shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the

Regulations), which are herein incorporated by reference and made a part of this contract.

- 1.1 Nondiscrimination. The Offeror, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subOfferors, including procurements of materials and leases of equipment. The Offeror shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.2 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Offeror for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subOfferor or supplier shall be notified by the Offeror of the Offeror's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.3 Information and Reports. The Offeror shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MHTC or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Offeror is in the exclusive possession of another who fails or refuses to furnish this information, the Offeror shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.4 Sanctions for Noncompliance. In the event of the Offeror's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Offeror under the contract until the Offeror complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.5 Incorporation of Provisions. The Offeror shall include the provisions of paragraphs 1.1 through 1.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Offeror shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Offeror becomes involved in, or is threatened with, litigation with a subOfferor or supplier as a result of such direction, the Offeror may request the MHTC to enter into such litigation to protect the interests of the sponsor and, in addition, the Offeror may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to attention: Teresa (Terri) Mount, Senior Procurement Agent, as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Teresa (Terri) Mount, Senior General Services Specialist, email: teresa.mount@modot.mo.gov, (314) 301-1431 telephone, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO 63021. All written questions must be addressed to Teresa (Terri) Mount no later than **10:00 a.m., CST, August 9, 2012** Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for Offerors to retrieve, **August 16 , 2012**.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Specifications.** The proposal must clearly identify the Offeror's products in all technical areas of the specifications, indicating on a line by line basis if the products so offered meet the specifications as written.
2. **Proposed method of performance:** Proposals will be evaluated based on the offeror's distinctive plan for performing the requirements of the RFP.

(C) **EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. Meeting all areas of Specifications 50 %
 - B. Proposed Method of Performance; 25 %
Overall technical approach and quality control plan
 - C. Cost, Fees and Expenses; 25 %
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) **PRICING**

1. **Fee Schedule:** The Offeror must submit a proposed fee for all items defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

AWARD

Award will be based on Best Value. Award will be made to the most responsive and responsible bidder whose proposal is determined to be most advantageous to MoDOT, taking into consideration all evaluation factors. Bidders should submit proposals for each type of board requested.

**SECTION (5):
PRICE PAGE (1)**

(A) FEE SCHEDULE: The Offeror shall indicate below all fees for providing items in accordance with the provisions and requirements stated herein. Total cost shall be submitted with the response.

Description of Detectors Indicate brand, make, model	Quantities (EACH)	Estimated Delivery Requirements	UNIT COST	EXTENDED COST
	3	11/15/2012		
	26	11/15/2012		
	26	08/15/2013		
	26	08/15/2014		
	26	08/15/2015		
	20 (optional)	5/2/2013		
	18 (optional)	4/1/2014		
	12 (optional)	TBD		
Training		Lump Sum		

Offeror's Authorized Signature:

Date:

Company Name:

(B) EXPENSES: List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

Expenses	Estimated Amount

(D) COOPERATIVE AGREEMENT NOTICE
SL13-021-RW OUT OF PAVEMENT DETECTORS

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Out of Pavement Detectors** listed in the attached "Request for Proposal" for sale to these local political entities at the same proposal price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the Out of Pavement Detector Assemblies meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

EXHIBIT I
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

EXHIBIT II

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Offeror) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

_____	_____
Secretary	Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly
title business name
 authorized, directed, and/or empowered to act officially and properly on behalf of this business
 entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(ONLY USE IF APPLICABLE)

) SS

)

I am classified by the United States of America as: (check the applicable box)

- citizen.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or Offeror to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

EXHIBIT VI
SL13-021-RW DETECTOR UNITS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that
we _____

_____,
as Principal and _____, as Surety are held
and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the penal sum of:

____ Dollars (\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing Arterial DMS Boards as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the proposal, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

Principal

By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY
authorized to conduct surety business in the State of Missouri.